



**IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.**

**Dated: August 21, 2014.**

A handwritten signature in black ink that reads "Tony M. Davis".

**TONY M. DAVIS  
UNITED STATES BANKRUPTCY JUDGE**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

**IN RE:**

**FIRED UP, INC.**

**DEBTOR**

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**CASE NO. 14-10447-TMD**

**CHAPTER 11**

**AGREED ORDER FOR PAYMENTS TO FRG CAPITAL, LLC IN FURTHERANCE OF  
SETTLEMENT BETWEEN DEBTOR AND COMMITTEE**

On this date came on for consideration FRG Capital, LLC's Motion for Adequate Protection in the above entitled and numbered cause, (the "Motion"). After considering the Motion, the response to the Motion filed by Debtor, and the announced agreement of counsel, the Court is of the opinion that this agreed order should be entered. It is therefore

ORDERED that the automatic stay provided by 11 U.S.C. § 362 shall remain in effect, except as provided below. It is further

ORDERED that the Debtor shall make payments to FRG Capital, LLC on the Promissory Note dated January 1, 2011 in the original principal amount of \$13,000,000.00 and the Promissory Note dated February 5, 2013 in the original principal amount of \$2,250,000.00, in the total amount of \$70,000.00 beginning August 5, 2014, and maintain such payments on a regular monthly basis as each payment comes due. These payments shall be applied to the indebtedness on the Notes

and Security Agreements securing the personal property more fully described therein (collectively, the "Collateral"). The \$70,000.00 monthly payments shall be applied to the Notes at the discretion of FRG Capital, LLC. It is further

ORDERED that Debtors shall maintain full-coverage insurance on the Collateral of FRG Capital, LLC in compliance with the requirements of the Notes and Security Agreements with FRG Capital, LLC named as the designated loss-payee. It is further

ORDERED that in the event FRG Capital, LLC does not receive any payments by the dates set forth above, or in the event Debtor converts to Chapter 7, or in the event Debtor fails to maintain insurance on the Collateral as set forth above, FRG Capital, LLC may send written notice by Regular Mail and by Certified Return Receipt Requested Mail, postage prepaid, to Debtor and Debtor's attorney, and allow Debtor a 60-day period from the date of such written notice to cure such delinquent payments. In the event Debtor fails to cure such default within such 60-day period, the automatic stay of 11 U.S.C. § 362 shall terminate as to FRG Capital, LLC without further recourse to this Court, and it shall be allowed to take any and all steps necessary to exercise any and all rights it may have in its Collateral. It is further

ORDERED that the payment terms of this Agreed Order shall not survive upon conversion to a case under Chapter 7 of the Code. In the event of conversion, FRG Capital, LLC shall not be bound by the payment schedule of this Agreed Order. Upon conversion of this case to a Chapter 7 case, all pre-petition and post-petition delinquent payments, fees, and charges due under the Notes and Security Agreements shall become immediately payable to FRG Capital, LLC, and failure to bring the loans contractually current by the date of entry of the conversion order shall be an event of default under the terms of this Agreed Order. It is further

ORDERED that, notwithstanding anything to the contrary herein, this Order is entered in furtherance of the pending settlement between the Debtor and the Official Committee of

Unsecured Creditors (the "Committee") that was announced on the record of the hearing conducted on July 31, 2014, and does not and shall not constitute any determination or finding regarding the validity or invalidity of FRG Capital LLC's liens and claims, or whether FRG Capital, LLC, is entitled to adequate protection. The parties' respective rights, causes of action and remedies with respect to these issues are expressly preserved. The Committee is authorized to seek to have the terms of this Order revoked or vacated on at least ten (10) days' notice to the Debtor and FRG Capital, LLC, in the event that the Debtor and the Committee are unable to document the terms of the pending settlement by August 29, 2014 or such other date that the Committee and Debtor, may agree, pursuant to a Plan of Reorganization. Nothing herein shall affect, impair, or prejudice the rights or ability of the Committee to challenge the Motion or any subsequent request for adequate protection by FRG Capital, LLC, if and when this Order is amended without Committee consent, revoked, or vacated, and all such rights of the Committee are and shall be expressly preserved. It is further

Ordered that nothing herein shall affect, impair, or prejudice the rights or ability of FRG Capital LLC to seek additional adequate protection or any other relief, rights, and remedies regarding its Notes, Security Agreements, and Collateral, and all such rights are and shall be expressly preserved. It is further

ORDERED that this Order shall not survive upon confirmation of the Debtor's Chapter 11 Plan, the terms of which confirmed plan shall supersede the terms herein.

###End of Order###

AGREED AS TO FORM AND SUBSTANCE:

HALEY & OLSON, P.C.

By: /s/ Blake Rasner

Blake Rasner

Texas Bar No. 16555700

510 North Valley Mills Drive, Suite 600

Waco, Texas 76710

Telephone: (254) 776-3336

Fax: (254) 776-6823

[brasner@haleyolson.com](mailto:brasner@haleyolson.com)

ATTORNEYS FOR FRG CAPITAL, LLC

BARRON & NEWBURGER, PC

By: /s/ Barbara M. Barron (with permission)

Barbara M. Barron

Texas Bar No. 01817300

1212 Guadalupe Street, Suite 104

Austin, Texas 78701

Phone: (512) 476-9103

[bbarron@bn-lawyers.com](mailto:bbarron@bn-lawyers.com)

ATTORNEYS FOR DEBTOR-IN-POSSESSION

PACKULSKI, STANG, ZIEHL & JONES, LLP

By: /s/ Bradford J. Sandler (with permission)

Bradford J. Sandler

Maxim Litvak

Joshua Fried

*Counsel for Creditor's Committee*

919 North Market Street, 17<sup>th</sup> floor

Wilmington, DE 19801

[bsandler@pszjlaw.com](mailto:bsandler@pszjlaw.com)

[mlitvak@pszjlaw.com](mailto:mlitvak@pszjlaw.com)

[jfried@pszjlaw.com](mailto:jfried@pszjlaw.com)